

Best Available Copy

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : John R. Fogle

Serial No.: 10/777,291

File Date : 2/10/04

For : TRIMMER LINE & METHOD OF
MANUFACTURE

Art Unit: 3724

Examiner: P. Nguyen

Confirmation No. 5288

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS
BEING DEPOSITED WITH THE UNITED STATES POSTAL
SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE
ADDRESSED TO:

COMMISSIONER OF PATENTS AND TRADEMARKS

P.O.Box 1450, Alexandria, VA

2/24/06
Date of Deposit

Gloria Guzman
SIGNATURE

AFFIDAVIT UNDER 37 C.F.R. §1.131

Honorable Commissioner of
Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

Now comes JOHN R. FOGLE, and being first duly sworn on oath,
deposes and says that:

1. On April 7, 1992, Affiant conceived of various designs for
a rectangular cross-section flat string trimmer line with pointed
or sharpened edges similar to Figure 1 of LeGrand patent
application, Publication 2005/01A8547, and designed a die
configuration for producing such a line configuration, as shown by

1 affiant's note pages attached hereto as Exhibit 1 (3 pages), all of
2 which also carry the witness signature of R.L. Phillips.

3 2. On April 13, 1992, a die blank made in accordance with the
4 die configuration shown on Page 3 of Exhibit 1 was completed by
5 Precision Gauge, Inc., and shipped to Affiant's company, Desert
6 Extrusion, as evidenced by a copy of the invoice attached hereto
7 as Exhibit 2.

8 3. Although Affiant had the die of Exhibit 2 produced and
9 extruded line having the cross-sectional configuration shown in the
10 third page of Exhibit 1, no heads for string trimmer line cutting
11 machines were then available to use elongated filament members
12 having a cross section with a thickness which was less than the
13 width thereof; so further development was held in abeyance pending
14 availability of a string trimmer machine head capable of using such
15 line filament members.

16 4. On May 29, 1998, a letter was received by Mr. Robert
17 Phillips of Desert Extrusion from Mr. Vincent D. Morabit seeking a
18 possible association with Desert Extrusion for the production of a
19 head for a string trimmer machine to use with Mr. Morabit's
20 "aerodynamic cutting line". A copy of that letter is attached
21 hereto as Exhibit 3; and the Exhibit 3 includes notes made by
22 Affiant relative to such possible cooperative development.

23 5. Affiant's company, Desert Extrusion, through its
24 25
26

1 president, Robert Phillips, entered into a confidentiality and non-
2 disclosure agreement with Vincent Morabit concerning the
3 development generally outlined in the letter of Exhibit 3; and a
4 copy of that non-disclosure agreement, dated June 3, 1998 by Robert
5 Phillips, and May 29, 1998 by Vincent Morabit, is attached hereto
6 as Exhibit 4.
7

8 6. On June 5, 1998, Affiant prepared various head/line
9 combination designs for handling line configurations of various
10 cross sections, including relatively flat line configurations, some
11 of which are shown on Page 3 of Affiant's three pages and notes of
12 Exhibit 5 attached hereto.
13

14 7. On June 6, 1998, Affiant made further notes and drawings
15 relative to a string trimmer line head and various line
16 configurations, including cut pieces of line having at least a flat
17 cross section in part; and a copy of the two pages of notes of June
18 6, 1998 are attached hereto as Exhibit 7.

19 8. On June 8, 1998 Affiant further designed other trimmer
20 line configurations, including configurations where the thickness
21 of the cross section was less than the width thereof; and these
22 configurations were entered in two pages of notes identified in
23 attached Exhibit 7.
24
25
26

1 9. On October 23, 2002, Affiant, on behalf of Desert
2 Extrusion, entered into a confidentiality agreement effective 22
3 October, 2002 with Core Innovation, LLC for the development of
4 rotary motion trimmers by Core, in conjunction with development of
5 grass trimmer line and trimmer heads by Affiant's company Desert
6 Extrusion. A copy of a confidentiality agreement is attached
7 hereto as Exhibit 8.
8

9 10. On October 24, 2002, Matt Jore of Core Innovations
10 visited Affiant's company for the purpose of discussing the
11 development of the devices and lines underlying the confidentiality
12 agreement of Exhibit 8. A copy of Affiant's calendar noting this
13 visit is attached hereto as Exhibit 9.
14

15 11. On October 29, 2002, Affiant had an exchange of e-mail
16 correspondence with Chad Komlofske of Core Innovation concerning
17 development of trimmer line blade/string possibilities. This
18 communication concerned the production and testing of trimmer line
19 having substantially flat cross sections, that is parallel upper
20 and lower surfaces with varying aspect ratios. A copy of that e-
21 mail correspondence interchange is attached hereto as Exhibit 10.
22

23 12. On January 14, 2003, Affiant sent a purchase order to
24 Precision Gauge for four different die hole configurations, as
25 shown on the purchase order. All of these die hole configurations
26 are flat, that is having substantially parallel top and bottom

1 surfaces, with aspect ratios of 4:1, 4:1, 3:1, and 5:1,
2 respectively. A copy of that purchase order is attached hereto as
3 Exhibit 11. Exhibit 11 is a five-page exhibit, with Pages 2
4 through 5 comprising detailed drawings of the line die hole cross
5 section configuration.
6

7 13. On January 27, 2003, Precision Gauge delivered to Desert
8 Extrusion the four die molds defined in the purchase order of
9 Exhibit 11; and copies of these delivery notices are attached
10 hereto as the four pages of Exhibit 12.

11 14. An invoice from Precision Gauge to Desert Extrusion was
12 received by Affiant's company Desert Extrusion on February 12,
13 2003, for the molds of Exhibit 12 with the die hole inserts shown
14 in Exhibit 11. This invoice includes four pages separately
15 identifying each of the four molds of Exhibit 12; and a copy is
16 attached hereto as Exhibit 13.
17

18 15. On April 11, 2003, Affiant sent samples of the flat blade
19 line made with the die molds of Exhibits 11, 12 and 13 to Core
20 Innovation for evaluation. This letter includes test data
21 concerning line made in accordance with the samples, along with
22 reproductions of the cross sections of the various line samples.
23 A copy of this letter and the test result reports, along with the
24 sketches of the cross sections, is attached hereto as Exhibit 14 (9
25 pages).
26

1 16. On May 20, 2003, Affiant made sketches of a fixed line
2 head for a string trimmer machine which was designed for use with
3 flat line having aspect ratios of the type shown and described in
4 Exhibits 11 and 12. A copy of the two pages of sketches of this
5 fixed line head for flat line is attached hereto as Exhibit 15.
6

7 17. Affiant met with Affiant's patent lawyer, LaValle D.
8 Ptak, on May 21, 2003 to discuss the fixed line head of Exhibit 15,
9 and authorized a patent novelty search for such fixed line head.
10 The patent novelty search was initiated by Mr. Ptak on May 21,
11 2003, as shown in the letter of May 21, 2003 from LaValle Ptak to
12 Affiant, a copy of which is attached hereto as Exhibit 16.
13

14 18. On July 16, 2003, Affiant produced a note of test data
15 concerning the performance of drag of various line samples with
16 different aspect ratios and sizes, based on test performance
17 performed by Affiant. A copy of this note and a chart of the
18 measured test performance is attached hereto as Exhibit 17 (1
19 page).
20

21 19. A flat line head prototype was ordered from Precision
22 Gauge, LLC; and this prototype was shipped to Affiant's company on
23 July 21, 2003 and invoiced (received by Affiant's company, Desert
24 Extrusion) on August 8, 2003. This prototype from Precision Gauge
25 was based on Affiant's sketch of Exhibit 15. A copy of the invoice
26

1 for this flat line prototype head from Precision Gauge is attached
2 hereto as Exhibit 18.

3 20. Following delivery of the prototype indicated on the
4 invoice of Exhibit 18, Affiant, on behalf of Desert Extrusion,
5 requested a quote for tooling for the production of a head for use
6 with flat line. This head was referred to between Affiant and
7 National Die Casting, Inc. as "Slick Willy". A tool quote from
8 National Die Casting dated September 19, 2003 for the production of
9 tooling to produce the head in accordance with the prototype
10 referred to in the invoice of Exhibit 18 is attached hereto as
11 Exhibit 19 (2 pages).
12

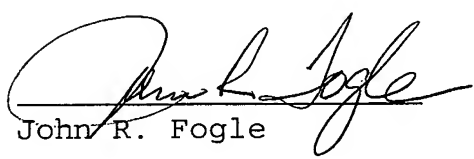
13 21. On October 22, 2003, Affiant submitted a letter
14 memorandum to Affiant's attorney LaValle Ptak (referred to as Val
15 Ptak) concerning points for an agreement with Core Innovation in
16 conjunction with the flat line cutting system. A copy of that
17 letter memorandum is attached hereto as Exhibit 20 (2 pages).
18

19 22. On February 11, 2004, Affiant, along with Chad Komlofske
20 and Lincoln Jore of Core Innovation tested machines and flat
21 trimmer line in Phoenix, Arizona; and Core Innovation prepared a
22 report of such testing, a portion of which is attached hereto as
23 Exhibit 21 (3 pages).
24
25
26

LAW OFFICE OF
LAVALLE D. PTAK
28435 N. 42ND ST., STE. B
CAVE CREEK, ARIZONA 85331
(480) 419-9019

23. Affiant's application Serial No. 10/777,291 covering the
flat trimmer line invention to which this affidavit is pertinent
was filed on February 10, 2004.

FURTHER, Affiant sayeth not.


John R. Fogle

Date: February 24, 2006

State of Arizona)

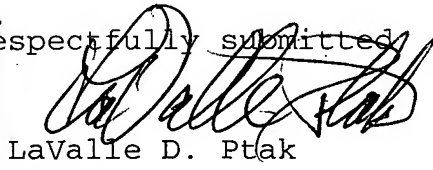
County of Maricopa)

SS: Before me personally appeared John R. Fogle, to me known
to be the person described in the above Affidavit, who signed the
foregoing in my presence and made oath before me to the allegations
set forth therein, on this 24 day of February, 2006.


Notary Public

My Commission Expires:



Respectfully submitted,


LaValle D. Ptak
Registration No. 19,877
LAW OFFICES OF LAVALLE D. PTAK
28435 N. 42ND Street
Cave Creek, AZ 85331
Telephone: (480). 419-9019

Date: 2/24/06

①

4-7-92

Choose to do

A rectangle FLAT

AS - IT will be easier on
Rollers & winding & to
Measure thickness -



Prosser
4/7/92

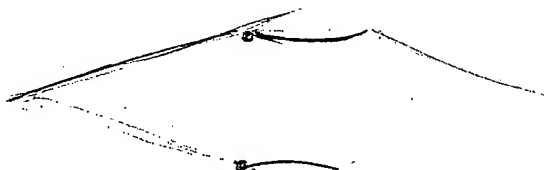
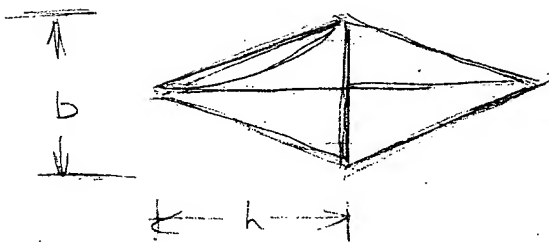


EXHIBIT 1



.218

Area Equivalent TO 0.128" SG.

$$= .218 \times .218 = .04752$$

$$\begin{aligned} \text{Area} &= 2 \times b \times h \\ &= 2 \times b^2 \end{aligned} \quad \text{Where } b = h$$

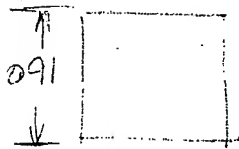
$$2b^2 = .04752$$

$$b^2 = \frac{.04752}{2} = .023762$$

$$b = \sqrt{.023762} = .1541$$

PIE / LINE DESIGN

4/6/92



FOR .095 DIAM ROUND

Paul J. Schell
4/6/92

|.45| .45 |.45|

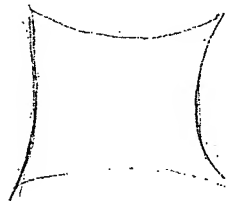


MASS = SAME AS ABOVE

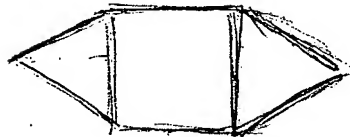
PROJECTED A = $\frac{1}{2}$ OF ABOVE

DRAG $\approx \frac{1}{2}$ ABOVE

←.218→



→.125←



|.125" | .125"



.125" .125" ARBITRARY



MAKE A Z HOLE DIE

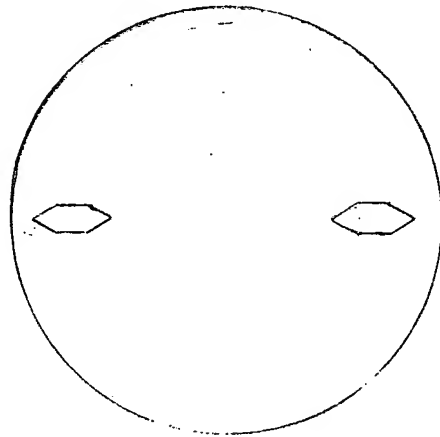
PRECISION GAGE

1744 W TENTH ST. - Tempe

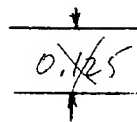
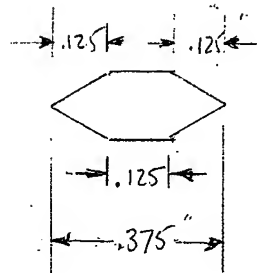
968-4903

4-5-92

B. J. Hill
4/7/92



TYPICAL
HOLE



~~0.125~~

.150

(ARBITRARY)

AS Melt Drag tends
to FLATTEN

DELIVERY

PRECISION GAGE, INC.

DESERT EXTRUSION
5743 WEST WASHINGTON
PHOENIX, AZ 85403

EXHIBIT 2



| CUSTOMER ORDER NO. 0317 | | INVOICE NO. 12946 | INVOICE DATE | PARTIAL <input type="checkbox"/> COMPLETE <input checked="" type="checkbox"/> | SHIPPER NO. 12946 | SHIPPING DATE 4/13/92 | <input checked="" type="checkbox"/> RESALE <input type="checkbox"/> TAXABLE |
|----------------------------|----------|--|--------------|--|----------------------|--------------------------|--|
| ITEM | QUANTITY | NUMBER AND DESCRIPTION | | | | UNIT | PRICE |
| | 1 | DIE BLANK WIRE EDM 2 CAVITIES <i>Robbie Taylor</i> <i>4-13-92</i> <i>B. Schell</i> <i>4/13/92</i> | | | | | |

TERMS NET/30 DAYS

Aero-Flex Technologies, Inc.

(3) ? (4) (PIEDMONT TECH. ASSOCIATES ?) - INDUSTRY EXPERT -
MEMBER ANSI - DEV. PRODUCT LITIGATION

(1) WORKING ON HEAD DESIGN - NOT SURE METAL / Composite

May 29, 1998 (2) GOING THROUGH COMMERCIAL SIDE BEST

(3) EXCLUSIVITY = POSSIBLE NOT PROBABLE - 2 SOURCES

(4) STANDARD DIES - POST OPERATION

EXHIBIT 3

Mr. Robert Phillips
President
Desert Extrusions

Dear Mr. Phillips:

I had the pleasure of speaking with Jeff Andrews on May 28, 1998 with regard to our desire to secure primary and secondary sources for the development and manufacture of our Aerodynamic Cutting Line. We are also interested in the production of a head configuration that would match our line.

We were very impressed with the aluminum cast head that you are currently selling to Sears and may very well be interested in the production of heads to carry our line.

Enclosed is a non-disclosure agreement which we ask that you sign prior to our revealing our technology. Kindly sign the non-disclosure agreement, fax it to me and mail the hard copy. In the meantime, should you have any questions, please do not hesitate to contact us.

Thank you for your consideration and we look forward to hearing from you.

Sincerely,

Vincent D. Morabit /jk

Vincent D. Morabit

/jk

Attachment

Via Fax to: 602/276-7991

AERO-FLEX TECHNOLOGIES, INC.
233 Johnston Street
Rock Hill, SC 29730
(803) 329-3600

①

FAX COVER SHEET

DATE: May 29, 1998
TO: Mr. Robert Phillips
DESERT EXTRUSIONS
FAX: 602/276-7991
FROM: Vincent D. Morabit
PHONE: 803/329-3600
FAX: 803/329-6590

NUMBER OF PAGES INCLUDING COVER SHEET: 4

Message:

3 pages will follow.....


The information contained in this facsimile message is privileged and confidential information intended only for the use of the individual named above. If you have received this communication in error, please immediately notify us by telephone. Thank you.


For good and valuable consideration, the receipt of which is hereby acknowledged by the parties, Christopher J. Morabito, Michael Z. Morabito and Vincent D. Morabit, having a business address at 233 Johnston Street, Rock Hill, SC 29730 hereinafter referred to as "DISCLOSER" and Desert Extrusions, hereinafter referred to as "RECIPIENT", hereby agree as follows:

1. DISCLOSER shall disclose certain of its confidential and proprietary information, including patent information, but not limited to ideas, know-how, business methods, vendors, customers, production information, drawings, and specifications relating to an aerodynamic cutting string and associated trimmer configurations, hereinafter severally and collectively referred to as the "information" for the specific purpose of enabling RECIPIENT to review the proposal for the manufacture and/or distribution and/or consultation of the aerodynamic cutting string and associated trimmer configurations.
2. RECIPIENT shall treat all of the information received from DISCLOSER as confidential and shall not appropriate or use any such information on its own behalf or on the behalf of others except as specifically provided herein; shall use such information only for the specific purpose set forth above and for no other purpose; shall not disclose such information to third parties, or to any subsidiaries or affiliates of RECIPIENT; shall provide access to the information only to those of its employees reasonably requiring such knowledge for the specific purpose set forth above; and shall see that such employees are instructed and legally obligated to maintain information in confidence.
3. The obligations of Paragraph 2 shall not extend to any of the information that RECIPIENT can document (a) was publicly available at the time of its disclosure by DISCLOSER to RECIPIENT, it being understood that any information shall not be deemed to be publicly available merely because it is embraced by more general information which may be in the public domain; (b) was already lawfully in the possession of RECIPIENT from sources other than DISCLOSER at the time of disclosure by DISCLOSER; as evidenced by the written records of RECIPIENT dated prior to the date of disclosure by DISCLOSER; (c) becomes publicly available through no fault of RECIPIENT, but only after such public availability occurs; or (d) is rightfully communicated to RECIPIENT by a third party free of any obligation of confidence and without any breach of the Agreement.
4. On the request of DISCLOSER, RECIPIENT shall return all information provided in tangible form by DISCLOSER and shall turn over to DISCLOSER all notes or memoranda, drawings, copies, and other records in RECIPIENT's possession or control containing the information.

2

5. Even though RECIPIENT may be free to disclose or use certain information through the operation of Paragraph 3 hereof, RECIPIENT shall not reveal to any third party the limits or scope of the information provided by DISCLOSER or the fact that the information was received from DISCLOSER.
6. RECIPIENT obtains no license or other rights of any kind in the information by reason of this Agreement, and all of the information and materials furnished to RECIPIENT by DISCLOSER containing any of the information shall remain the property of DISCLOSER. This Agreement is not intended and shall not be deemed to constitute an offer to purchase, sell or supply any products or service.
7. This written Agreement shall be effective as of the date set forth below, shall govern all subsequent communications between the parties, and embodies all of the understandings and obligations between RECIPIENT and DISCLOSER.
8. In the event of a breach of any of the foregoing provisions, RECIPIENT and DISCLOSER agree that the harm suffered by the DISCLOSER would not be compensable by monetary damages alone and accordingly that the injured party shall, in addition to other available legal remedies, be entitled to an injunction against such breach.

By: 
5/29/98

By: 
Company: DESERT EXTENSION CORP
Title: PRESIDENT,
6/3/98

This Agreement will be held for ~~three (3) years~~.

THREE (3) YEARS ^{R3} 6/3/98

6

HEAD / LINE / DESIGN

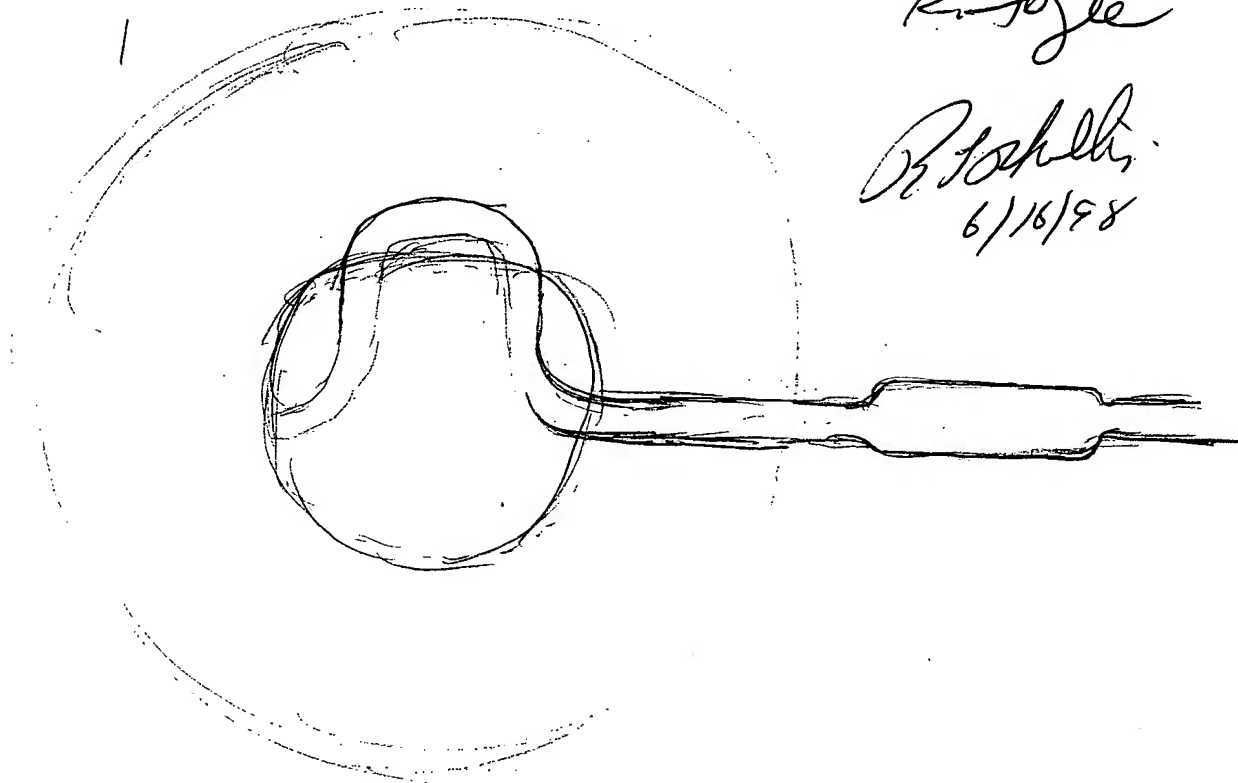
5
①

EXHIBIT 5

6-5-98

R. Jogle

B. Jogle
6/16/98



USING A FIXED HEAD Allows FOR A VARIETY OF
DOWN STREAM LINE DESIGNS - NO HANG-UP ETC.
LINE SHAPES SHOULD BE ACCOMMODATED TO GIVE MAXIMUM
IMPACT AND FLIGHT PERFORMANCE, WHILE ALLOWING FOR
SATISFACTORY WEAR.

1. DRAG IS CREATED BY RESISTANCE TO AIR FLOW —
DRAG FORCE DECREASES FROM TIP INWARD AS THE VELOCITY
REDUCES / ~~FROM~~ ANGULAR VELOCITY ~~IS~~ CONSTANT, BUT SPEED
CHANGES AS DISTANCE TRAVELED REDUCES.

2. FORCES AT PLAY

②

1. CENTRIFUGAL (RADIAL)

6-5-98

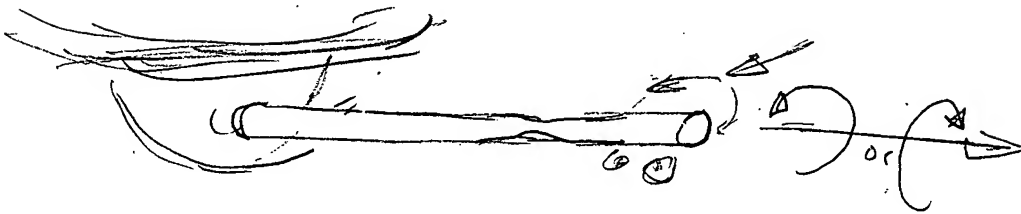
2. DRAG —

R. Toole

A. FLUTTER

B. TORSIONAL (rotation) Dependent on SHAPE

C. \perp TO FLIGHT PATH



B. Toole
6/16/98

TORSIONAL ROTATION, AS FLUTTER MAY OCCUR IN EITHER DIRECTION
TORSIONAL ROTATION PROBABLY CONTRIBUTES TO FLUTTER
AS WELL. PAST EXPERIENCE HAS SHOWN
THAT ROUND LINE, OF ALL SHAPES, APPEARS AS MOST STABLE.

WE WOULD THEREFORE LIKE TO INVESTIGATE OTHER
SHAPES AND COMBINATIONS, TO EVALUATE THE BEST
BALANCE OF PERFORMANCE.

WE BELIEVE INSTANTLY THAT A COMBINATION
OF ROUND AND FLAT MAY SERVE BEST.

WHILE A FLAT LINE SHOULD BE CAPABLE, IF
SUPPORTED AT THE LINE EXIT, OF FLYING TRUE
WITH LEAST RESISTANCE, SPECIAL HEAD DESIGN MUST
BE MADE TO RETAIN THE LINE, PRESENT THE
LOWEST SIZE TO THE FLITE PATH. HOWEVER, ON
IMPACT, THE LINE WILL TEND TO TEAR UPON FLEX.
AS THE RIGIDITY AT THE GREATER WIDTH RESISTS

3

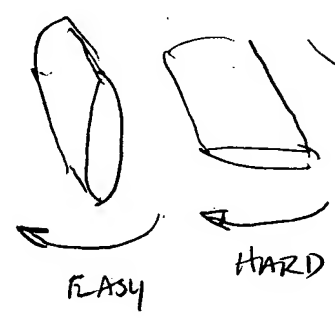
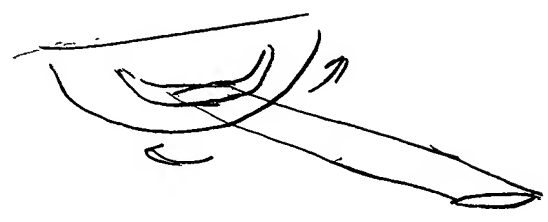
OR
IF FLAT USED

6-5-88

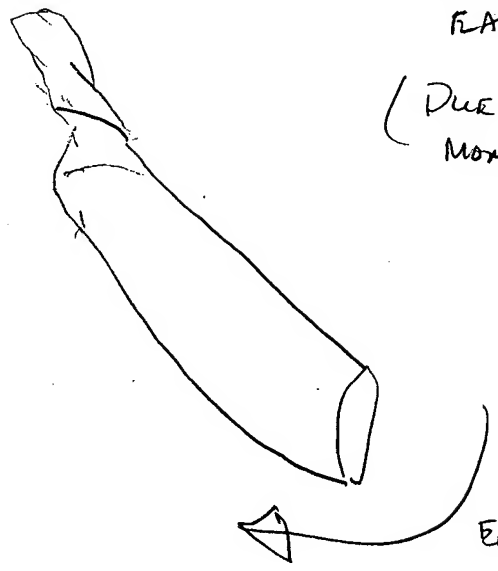
R. Jogle

Head
MAKE EXIT SO FLAT CAN FLEX

R. Schlt.
6/16/88



(DUE TO BEAM AND
MOMENT (STIFFNESS) CIRCULATIONS)



EASY to FLEX/BEND

BENDING (IMPOSSIBLE
UNLESS ROTATION TO
FLAT)
OCCURS @ IMPACT
OF TREE / BUSH /
WEEDS

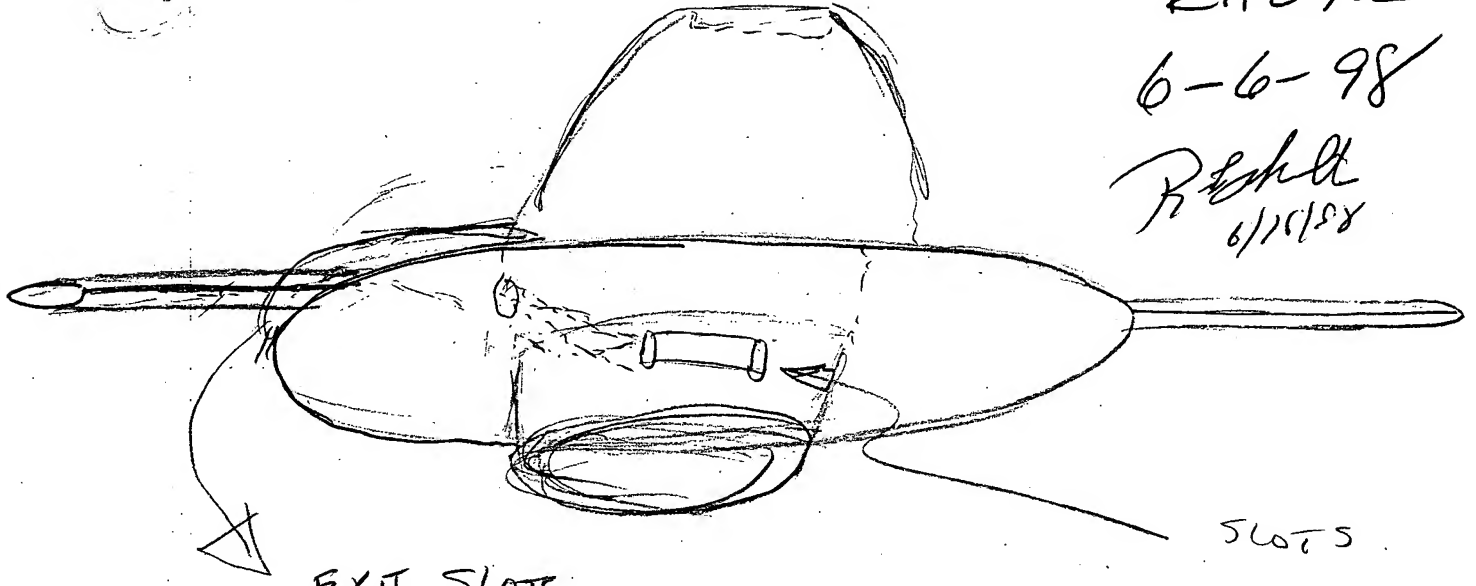
EXHIBIT 6

④

R. FOGLE

6-6-98

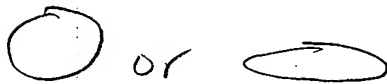
R. FOGLE
6/15/98



EXIT SLOTS

SLOTS

CAN BE O or



or

FORMATION OF LINE TO GIVE
A FLAT CUT



HEAD ENTRANCE / EXIT MAY BE ROUND & ROUND
SLOT CON FIGURATION

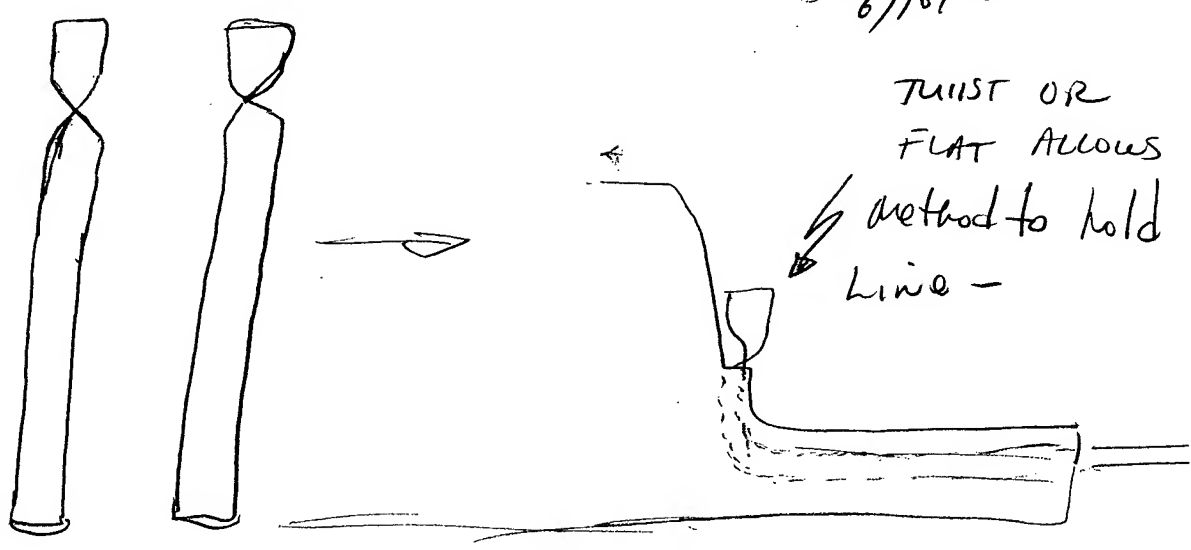
3

R. Jogle
6-6-98

FOR CUT PIECES -
FLAT

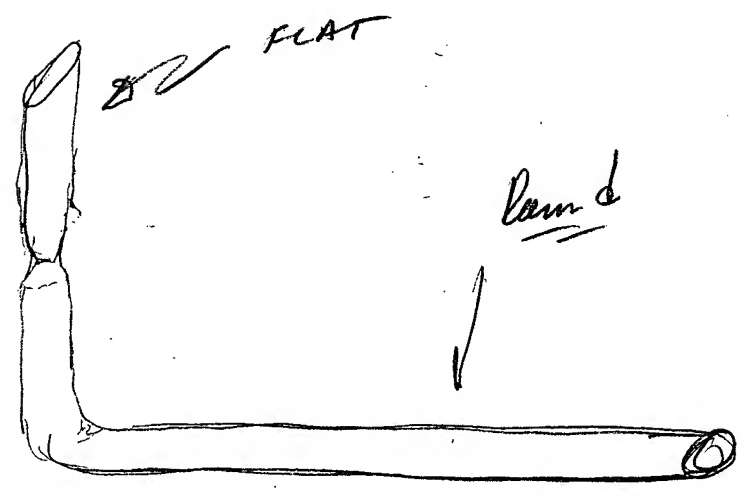
POSSIBILITY

R. Jogle
6/16/98



Round

Will IT HOLD??

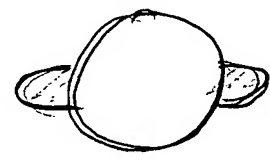
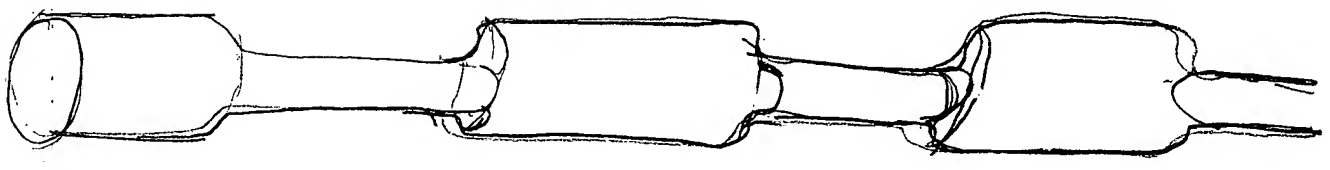


FLAT FITS
INTO SLOTS
FOR RESTRAINT

HEAD
ENTRANCE

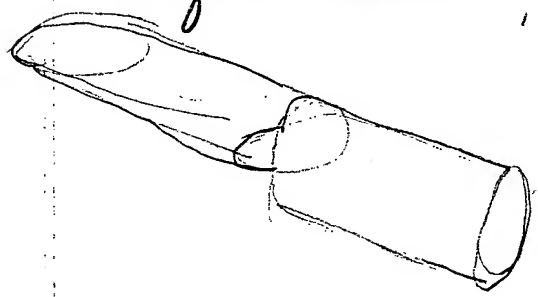
8

6-8-98
Improved flight



Bechtel
6/8/98

Line design for lower drag
Require mass & low flutter—



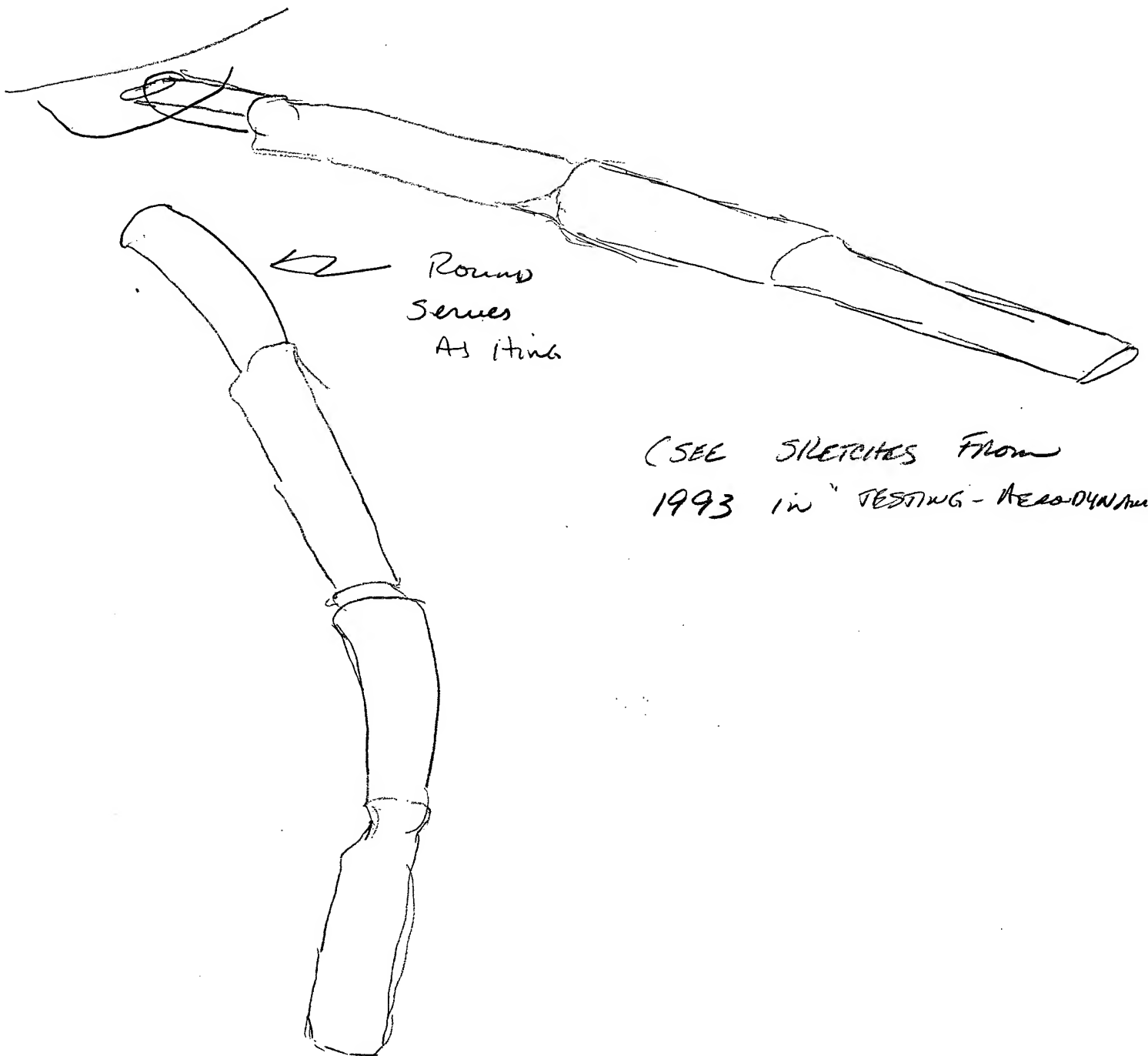
R. J. J. J.
6-8-98

EXHIBIT 7

June 8, 1998

BENDING.

We will therefore propose Composite Round & Flat in order to provide varied flex stiffness along the line axis to allow for flex while Reducing DRG.



(SEE SKETCHES FROM 1993 in "TESTING - Aero-Dynamics")



Desert Extrusion Corporation
2737 E. Chambers Street
Phoenix, AZ 85040
Ph: 602/276-8009 Fax: 602/276-7991
E-Mail: trimmerline@desertextrusion.com

Fax Message

To: Jim JORE From: ROBBIE FOGLE
Attn: _____ Pages: including cover page
Fax: 801-705-0469 Date: 10-23-02
Re: NDA - Core/Desert
☒ Urgent ☐ For Review ☐ Please Reply

• Comments:

Jim -
THANKS FOR MAKING THE ADDITION. FIND
FOLLOWING THE SIGNED AGREEMENT. WE LOOK FORWARD
TO MEETING MATT ON FRI. AND WORKING WITH
YOU GUYS ON THIS PROJECT.

KIND REGARDS,
ROBBIE FOGLE

OUR FAX # - 602-276-7991 .

EXHIBIT 8

CORE INNOVATION
CONFIDENTIALITY AGREEMENT

THIS AGREEMENT dated the 22nd day of October, 2002, (hereinafter called the "Effective Date") is between **Core Innovation, LLC**, a Montana company (hereinafter referred to as "Core"), having offices located at 1000 Innovation Drive, Ronan, MT 59864, and Desert Extrusion (hereinafter collectively referred to as "Recipient"), having offices located at 2737 East Chambers St., Phoenix, AZ 85040.

RECITALS

- A. Core has developed proprietary and confidential information relating to the design, manufacture, and marketing of certain rotary motion devices using proprietary CORE (Conductor Optimized Rotary Energy) technology; and
- B. Recipient has developed proprietary and confidential information relating to the business of OEM and replacement grass trimmer line and trimmer heads.
- C. Core and Recipient are willing to cooperate to evaluate the possibility of an advantageous combination of these respective technologies, and the parties may find it necessary to share proprietary and confidential data, methods and processes related to the same.

AGREEMENT

Based on the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. During the period of this Agreement, a party may disclose to the other party information and/or material it considers to be proprietary and confidential in writing and marked as "PROPRIETARY AND CONFIDENTIAL." If a party discloses proprietary or confidential information visually, orally or in any other manner incapable of physical marking to the other party, the Disclosing Party shall inform the Receiving Party that such information is proprietary and confidential at the time of the disclosure, shall reduce the proprietary or confidential information to writing and mark it as such, and send (including transmission by email if the Receiving Party has designated an email address for delivery of such writings) the writing to the Receiving Party within thirty (30) days of the disclosure. Information and/or material disclosed and marked in these manners shall hereafter be referred to as "INFORMATION." The Receiving Party shall not use the INFORMATION for any purpose other than for the purposes of this Agreement, and shall not disclose the INFORMATION to any third party except with the express prior written consent of the Disclosing Party, and then only upon binding such third party to the same extent that the Receiving Party is hereby bound. The term of these obligations of nonuse and confidentiality shall be five years from the Effective Date of this Agreement, or until the occurrence of one or more of the exceptions listed in Paragraph 2 below.

2. Subject to Paragraph 3, the obligations of nonuse and confidentiality set forth in Paragraph 1 shall not apply to INFORMATION that:

- (a) on the date of disclosure is in the public domain;

(b) is published or otherwise becomes part of the public domain through no fault of the Receiving Party after the date of the disclosure;

(c) is already known and in the possession of the Receiving Party on the date of disclosure hereunder as evidenced by written records; or

(d) the Receiving Party is required to disclose to a third party by virtue of a court order or a statutory obligation, provided that notice is given by the Receiving Party to the Disclosing Party reasonably in advance of any such disclosure to enable the Disclosing Party to take appropriate steps to protect its confidential or proprietary information.

3. Paragraph 2 shall not apply to INFORMATION unless:

(a) in the case of Paragraph 2(a) or 2(c), within 30 days of the disclosure of such INFORMATION, the Receiving Party notifies the Disclosing Party of its basis for applying Paragraph 2 and provides copies of all written records and other evidence thereof; or

(b) in the case of Paragraph 2(b), within 30 days of the applicable event, the Receiving Party notifies the Disclosing Party of its basis for applying Paragraph 2 and provides copies of all written records and other evidence thereof.

The Receiving Party shall have the burden of proving that Paragraph 2 applies to any INFORMATION received by it.

4. The parties acknowledge that all INFORMATION shall remain the property of the Disclosing Party, and no license, express or implied, under any patent or other intellectual property right of a party, is granted by that party to the other party under this Agreement.

5. The Receiving Party shall use not less than the degree of care used to prevent disclosure of its own proprietary and confidential information to prevent the disclosure of the Disclosing Party's INFORMATION. In no event, however, shall the Receiving Party use less than a reasonable degree of care.

6. The Parties agree that a breach of the provisions of this Agreement shall result in irreparable injury to the Disclosing Party and the Disclosing Party shall be entitled to injunctive relief.

7. Both parties acknowledge that the other party may be having discussions relating to the same subjects under discussion in this Agreement with competitors of a Disclosing Party. Both parties also acknowledge that the other party may be developing the same or similar information or technology on its own. Further, both parties accept and agree that this Agreement in no way restricts either party from disclosing its own confidential information to such competitors or from continuing its own development.

8. This Agreement shall not be construed to be an obligation to enter into any contract or to result in any claim whatsoever by either party against the other party for reimbursement of cost for any effort expended.

9. The relationship of the parties is that of independent contractors, and nothing contained herein shall be deemed to create any relationship of agency, joint venture or partnership. No party shall have any power to commit, contract for or otherwise obligate the other party to any third party.

23/02 WED 15:29 FAX 1 802 276 7991

DESERT EXTRUSION CORP.

004

10. The terms and conditions herein constitute the entire agreement and understanding of the parties and shall supersede all communications, negotiations, arrangement and agreements, either written or oral, with respect to the subject matter hereof. No amendments to or modifications of this Agreement shall be effective unless reduced to writing and executed by the parties hereto. The failure of either party to enforce any term of this Agreement shall not be deemed a waiver of any rights contained herein.

11. The parties may not issue any press releases or make similar statements to the general public and may not disclose the terms of this Agreement or specific activities conducted hereunder to any third party without the prior express written consent of both Parties to this Agreement.

12. This Agreement shall be construed and interpreted, and its performance shall be governed, by the laws of the State of Montana USA, if a legal action is brought by Core, or by the laws of the State of Montana, if a legal action is brought by Recipient, without reference to conflicts of law principles.

Agreed to and accepted by:

Core Innovation, LLC
a Montana company

Desert Extrusion

By: 

Name: JIM JORE

Title: IP MANAGER

Date: 10/23/02

By: 

Name: JOHN R. FOGLE, III

Title: V.P.

Date: OCT. 23, 2002

Hayden's Via De Ventura

OCTOBER 2002

THURSDAY FRIDAY SATURDAY

7:30 ~~Parax~~
ED NELSON ~~Rep.~~
HPI

4 Pinnacle Court Church

~~118.62~~
126.62

5

EXHIBIT 9

| September 2002 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

Lupi - yard OK
THURS APR. 4:00 PM
Hand

E ANNE ST. JOAN
IVE;

11
2582 7386 452 \$172.28
2582 1828 454 \$129.62
118/day - seat

REHEARSAL PARTY

12 Day of the Race (M)

WEDDING
SUSANNAH JAMIE

| October 2002 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

18

19

| November 2002 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

United Nations Day (US)
406-833-4506

Matti Jore - Sears
8:30 PM

25

MATTI JORE VISIT
(~~9:00~~ - 1:00 PM from
LOS VEGAS) 1:00

26

| December 2002 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

Halloween

| January 2003 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| February 2003 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

(2)

Robbie Fogle

From: Robbie Fogle [fogle@desertextrusion.com]
Sent: Tuesday, October 29, 2002 11:59 AM
To: chadk@ronan.net
Subject: RE: CORE Innovation

Dear Chad,

We had a very good meeting and discussion with Matt this past Friday. We are initiating some ideas for the head/cutting element design for electric/battery powered trimmers. Obviously energy savings is the objective, especially for battery powered electrics. We have done a good bit of research on this recently for Sears and their electric program. Working with you folks should well give us both the opportunity to put some of these ideas to practice (with Sears help).

If there is anything that you would like to discuss, you can reach me as follows:

602-276-8009 (phone)

602-276-7991 (fax)

Hope to talk with you soon.

Regards,

Robbie Fogle

EXHIBIT 10

-----Original Message-----

From: Chad Komlofske [mailto:chadk@ronan.net]
Sent: Tuesday, October 29, 2002 10:26 AM
To: Robbie Fogle
Subject: CORE Innovation

Hello Robbie;

My name is Chad Komlofske, and I work with Matt Jore at CORE Innovation as a design engineer. Matt suggested that I contact you to start some dialogue with respect to trimmer blade/string possibilities. Matt speaks very highly of your company, and more importantly, the people there. I am assuming that Matt showed you some conceptual pictures of what we are trying to accomplish. I have some plastic injection molding experience, but am relatively out of practice on the extrusion side of things. I sure wish I could have seen what Matt did, it sounds interesting. Maybe I can scoot down there soon, hopefully when its -40 degrees here (it was a balmy 4 degrees this morning).....

Please forward me a phone number that I can contact you at, or feel free to give me a call.

Thanks Robbie,
Chad

Chad Komlofske
Core Innovation
P.O.Box 136 (Mail)
1000 Innovation Drive (Shipping)
Ronan, MT. 59864
Phone: 406.676.2673
406.833.4504 (Cell)
Fax: 801-705-0469
email: chadk@ronan.net

PURCHASE ORDER

1-14-03

97




No.

| | |
|----------------------------------|---------|
| REQ. NO. | DATE |
| RESALE NUMBER (IF APPLICABLE) | 1-14-03 |

TO: Precision GAGE

SHIP TO: Desert Express

| | | | | |
|----------|--|--------------|-------|---------------|
| SHIP VIA | <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect | F.O.B. POINT | TERMS | DATE REQUIRED |
|----------|--|--------------|-------|---------------|

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|----------|---|------|--------|
| 1 | 1-0.6 78d | | |
| 1 |  0.226 | | |
| 1 | 1-0.904 | | |
| 1 |  0.226 | | |
| 1 | 1-1.30-0 | | |
| 1 |  0.226 | | |

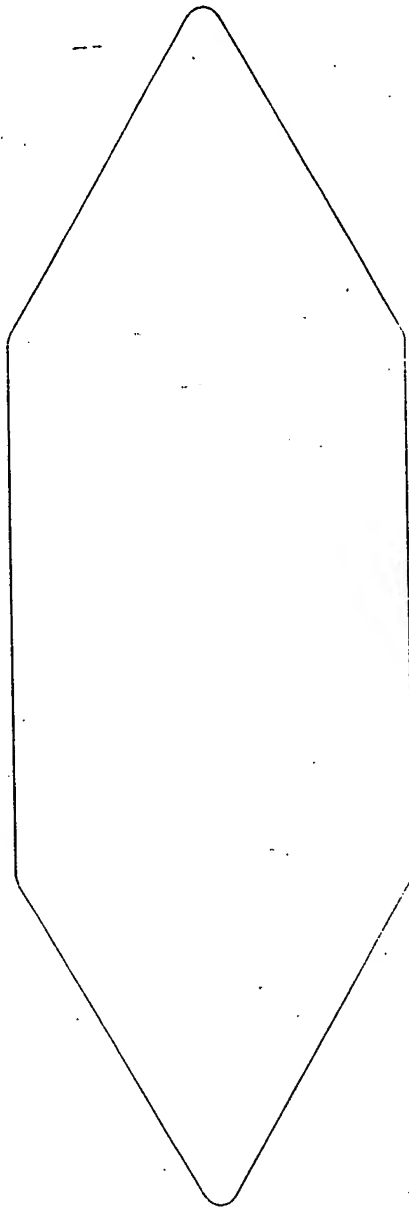
PLEASE SEND _____ COPIES OF YOUR INVOICE.
ORDER IS TO BE ENTERED IN ACCORDANCE WITH PRICES, DELIVERY, AND SPECIFICATIONS SHOWN ABOVE.
NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.

Adams
NC 2871

Purchase Order


AUTHORIZED BY

EXHIBIT 11



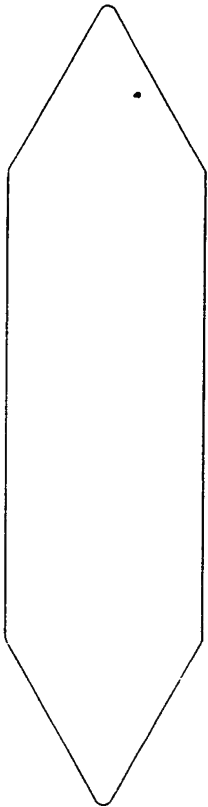
10:1



FULL

W = 226
I = 678

| | | | | | |
|------------------------|--|------------------------|-----------------------|-----------------|----|
| PART NUMBER | | REV. | DATE | | BY |
| 1720 WEST TENTH STREET | | | TULSA, OKLAHOMA 74103 | | |
| DRAWN | | R. HUNT | 1/03 | MADE: DESTAR 37 | |
| REV. | | THIRD ANGLE PROJECTION | | D | |
| SCALE: FULL | | SHEET 1 OF 1 | | | |



5:1

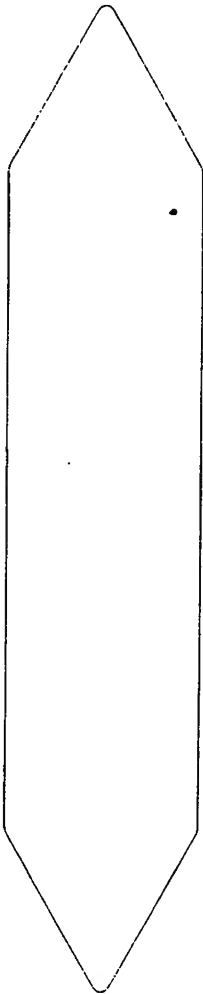


FULL

$$W = .226$$

$$I = .904$$

| | | | | | |
|------------------------|---------|------------------------|--------------------------|---------------|--|
| PRECISION GAGE, INC. | | 1720 WEST TENTH STREET | | DESIGN NO. | |
| 1400 505-4503 | | 1400 505-4503 | | 1400 505-4503 | |
| DATE | FILE | NAME | SIZE | DRAWING NO. | |
| DRIN | R. HUNT | 1/03 | NAME | DESTAR 37A | |
| APD | | | | | |
| REV. | | | | | |
| THIRD ANGLE PROJECTION | | | SCALE: FULL SHEET 1 OF 1 | | |



5:1

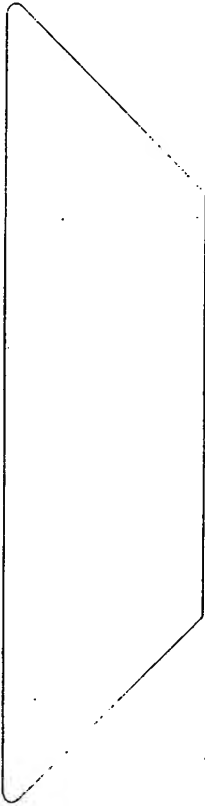


FULL

$$W = .226$$

$$I = 1.150$$

| | | | |
|------------------------|------------------------|------|--------------------------|
| PRECISION GAGE, INC. | | | |
| 1720 WEST Tenth STREET | | | |
| (480) 968-1903 | | | |
| PART NUMBER | REV. | DATE | NAME |
| 00000 | 1/03 | | DESTAR 37 B |
| APPRO. | DATE | SIZE | DRAWING NO. |
| REV. | THIRD ANGLE PROJECTION | D | SCALE: FULL SHEET 1 OF 1 |



5:1

FULL

W = .226
I = .904

| | | | | | |
|----------------------|--|------------------------|--|--------------------------|--|
| PRECISION GAGE, INC. | | 1720 WEST TENTH STREET | | TULSA, OKLAHOMA 74104 | |
| PART NUMBER | | REV. | | NAME: DESTAR 38 | |
| DRAWN: R. HART | | 1/03 | | SIZE: DRAWING NO. | |
| APPROVED: | | | | SCALE: FULL SHEET 1 OF 1 | |
| REV. | | THIRD ANGLE PROJECTION | | | |

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

RECEIVED

JAN 27 2003

DELIVERY

1-27-03

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SAME AS BILL TO ADDRESS

| | | | | | | | |
|------------------------------|----------------------|--------------|----------|----------------------|---|-------------------------|--------|
| CUSTOMER ORDER NO. VERBAL | INVOICE NO. 23557 | INVOICE DATE | COMPLETE | SHIPPER NO. 23557 | 1 | SHIPPING DATE -27-03 | RESALE |
|------------------------------|----------------------|--------------|----------|----------------------|---|-------------------------|--------|

| ITEM | QUANTITY | NUMBER AND DESCRIPTION | UNIT | PRICE |
|------|----------|------------------------|------|-------|
|------|----------|------------------------|------|-------|

| | | | | |
|---|---|--|--|--|
| 1 | P/N DESTAR-37 MOLD MAKE NEW DESIGN .226X.678 | | | |
|---|---|--|--|--|

EXHIBIT 12

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

DELIVERY

RECEIVED
JAN 27 2003

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SAME AS BILL TO ADDRESS

CUSTOMER ORDER NO.
VERBAL

INVOICE NO.
23558

INVOICE DATE

COMPLETE

SHIPPER NO.
23558

SHIPPING DATE
1-27-03

RESALE

ITEM

QUANTITY

NUMBER AND DESCRIPTION

UNIT

PRICE

1

P/N DESTAR-37A MOLD

MAKE NEW DESIGN .226X.904

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

RECEIVED

JAN 27 2003

DELIVERY

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SAME AS BILL TO ADDRESS

CUSTOMER ORDER NO.
VERBAL

INVOICE NO.
23559

INVOICE DATE

COMPLETE

SHIPPER NO.
23559

SHIPPING DATE
1-27-03

RESALE

ITEM

QUANTITY

NUMBER AND DESCRIPTION

UNIT

PRICE

1

P/N DESTAR-37B MOLD

MAKE NEW DESIGN .226 X 1.130

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

DELIVERY

RECEIVED
JAN 27 2003

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SAME AS BILL TO ADDRESS

| | | | | | | | |
|------------------------------|----------------------|--------------|----------|----------------------|---|--------------------------|--------|
| CUSTOMER ORDER NO. VERBAL | INVOICE NO. 23560 | INVOICE DATE | COMPLETE | SHIPPER NO. 23560 | 1 | SHIPPING DATE 1-27-03 | RESALE |
|------------------------------|----------------------|--------------|----------|----------------------|---|--------------------------|--------|

| ITEM | QUANTITY | NUMBER AND DESCRIPTION | UNIT | PRICE |
|------|----------|------------------------|------|-------|
|------|----------|------------------------|------|-------|

1

P/N DESTAR-38 MOLD

MAKE NEW DESIGN .226 X .904 HALF SIDE

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

29

INVOICE

RECEIVED

FEB 12 2003

1-31-03

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SAME AS BILL TO ADDRESS

| CUSTOMER ORDER NO. VERBAL | | INVOICE NO. 23557 | INVOICE DATE 1-31-03 | COMPLETE | SHIPPER NO. 23557 | SHIPPING DATE -27-03 | RESALE |
|------------------------------|----------|---|-------------------------|----------|----------------------|-------------------------|--------|
| ITEM | QUANTITY | NUMBER AND DESCRIPTION | | | | UNIT | PRICE |
| | 1 | P/N DESTAR-37 MOLD MAKE NEW DESIGN .226X.678 | | | | 345.00 | 345.00 |
| | | | | | | TOTAL | 345.00 |

EXHIBIT 13

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

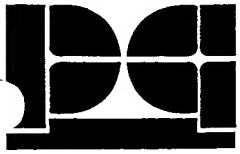
INVOICE

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SAME AS BILL TO ADDRESS

| CUSTOMER ORDER NO. VERBAL | | INVOICE NO. 23558 | INVOICE DATE 1-31-03 | COMPLETE | SHIPPER NO. 23558 | SHIPPING DATE 1-27-03 | RESALE |
|------------------------------|----------|--|-------------------------|----------|----------------------|--------------------------|--------|
| ITEM | QUANTITY | NUMBER AND DESCRIPTION | | | | UNIT | PRICE |
| | 1 | P/N DESTAR-37A MOLD MAKE NEW DESIGN .226X.904 | | | | 345.00 | 345.00 |
| | | | | | | TOTAL | 345.00 |

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

INVOICE

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SHIP TO:
SAME AS BILL TO ADDRESS
3131 EAST AIRLANE
PHOENIX, AZ 85034
BUILDING 403

| | | | | | | | |
|------------------------------|----------|------------------------------|-------------------------|----------|----------------------|--------------------------|--------|
| CUSTOMER ORDER NO. VERBAL | | INVOICE NO. 23559 | INVOICE DATE 1-31-03 | COMPLETE | SHIPPER NO. 23559 | SHIPPING DATE 1-27-03 | RESALE |
| ITEM | QUANTITY | NUMBER AND DESCRIPTION | | | | UNIT | PRICE |
| | 1 | P/N DESTAR-37B MOLD | | | | 345.00 | 345.00 |
| | | MAKE NEW DESIGN .226 X 1.130 | | | | | |
| | | | | | | TOTAL | 345.00 |

1720 West Tenth Street, Suite 102/Tempe, Arizona 85281/(480) 968-4903/FAX: (480) 968-2240
e-mail: pgage@futureone.com



PRECISION GAGE, INC.

INVOICE

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

SAME AS BILL TO ADDRESS

| CUSTOMER ORDER NO. VERBAL | | INVOICE NO. 23560 | INVOICE DATE 1-31-03 | COMPLETE | SHIPPER NO. 23560 | SHIPPING DATE -27-03 | RESALE |
|------------------------------|----------|---|-------------------------|----------|----------------------|-------------------------|--------|
| ITEM | QUANTITY | NUMBER AND DESCRIPTION | | | | UNIT | PRICE |
| | 1 | P/N DESTAR-38 MOLD MAKE NEW DESIGN .226 X .904 HALF SIDE | | | | 345.00 | 345.00 |
| | | | | | | TOTAL | 345.00 |



Desert Extrusion

2737 E. CHAMBERS ST. • PHOENIX, AZ 85040

23

Core Innovation
1000 Innovation Drive
P.O. Box 136
Ronan, MT 59864

EXHIBIT 14

Attn: Chad Komlofske

April 11, 2003

Dear Chad,

Please find enclosed the samples of the blade line that we discussed by telephone. As you know, we originally produced four samples with different shapes and aspect ratios, Some of the shapes were a bit distorted in the processing when compared to the die shape we had. Our first attempt was to test the aerodynamics of the samples and compare the drag to other standard line.

The approach was to make the flat blade line with the same thickness as round, so our test line was all approx. 0.080" in thickness (see Table I for sizes). We were surprised to see that the effective drag for all the samples was essentially the same at all line lengths. See also Chart I You should note that our head diameter is 4.5", and we measured extended line lengths of 3.0", 3.5", 4.0", 4.5", and 5.0". This represents a cut path of from 10.5" to 14.5".

When we spoke yesterday you indicated that you planned on the consumer version having a cut path in the range of 7" to 10" (more like some of the other battery operated electrics that we have studied). If that be the case, we will make another head prototype smaller in diameter, say 3.5". That would give us a line extension of about 1.75" to 3.25", which should be adequate.

We are now making line samples (flat blade) in the order of 0.070" in thickness. The drag will be reduced proportionately so that I believe that we will be able to reduce the AC current to less than 4 amps, while having a line of mass equivalent to a 0.120" size at an aspect ratio of some 3.5:1 (.070" X 0.245").

If we can accomplish this we should have excellent line wear performance coupled with low drag for extended cutting time/battery life.

Samples included are:

- #1 Aspect at 3.3 - 4 pieces Drawing #1
- #2 Aspect at 3.0 - 2 pieces Drawing #2
- #3 Aspect at 2.5 - 2 pieces Drawing #3
- #4 Aspect at 4.3 - 2 pieces Drawing #4

You will also find attached Table II which gives the relative sizes of the lines as tested. We used the round (Vortex) equivalent as 1 and the others were compared. Also shown is the relative diameter of a round line that would be of equivalent mass.

Hope this helps. Oh, the stud length should be 1" max. for the trimmer.

Regards,

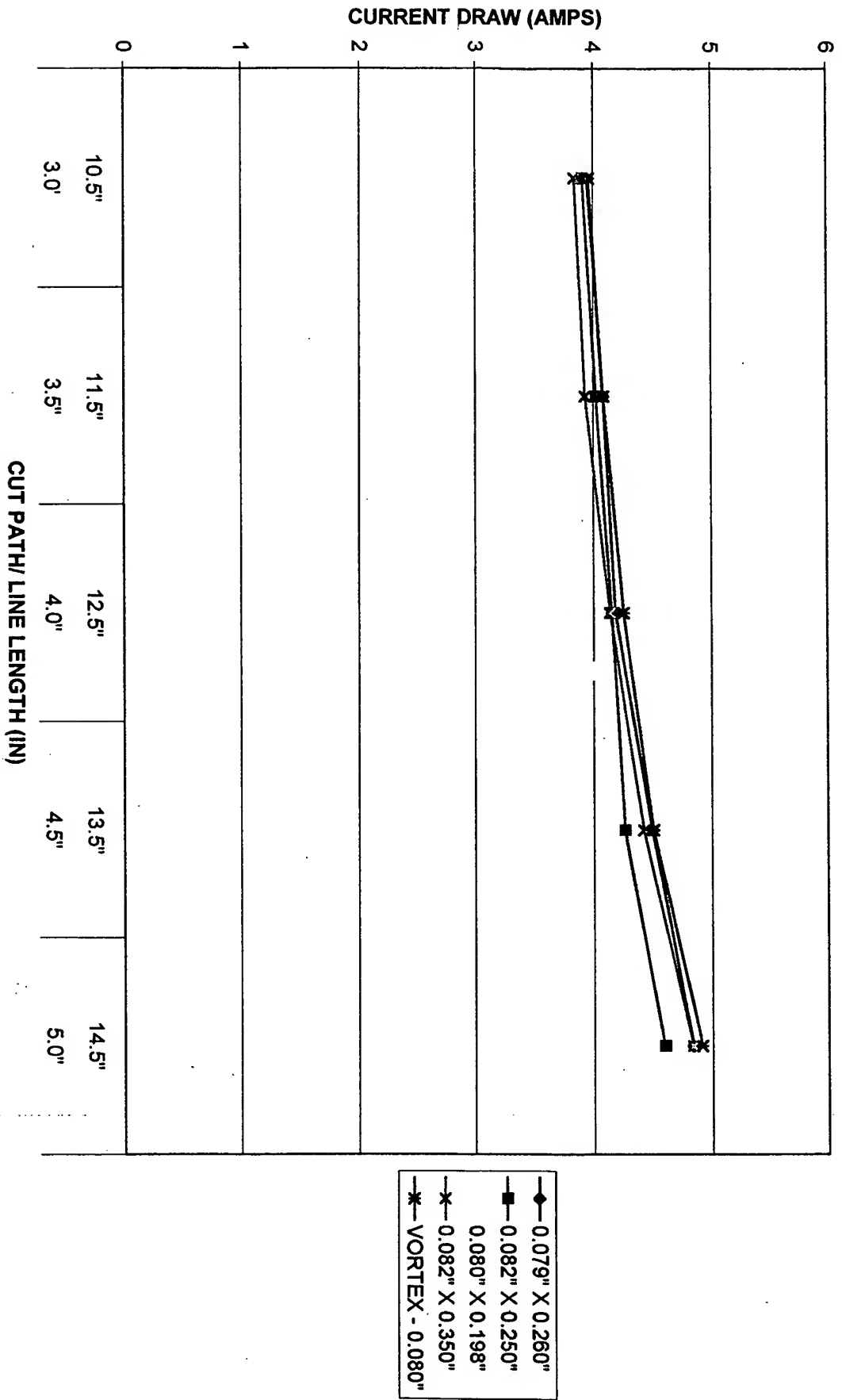
Robbie

TABLE I
PERFORMANCE TESTING
FLAT BLADES - HEAD DESIGN FOR CORE

| SIZE | ASPECT RATIO | DESIGN SHAPE | ACTUAL SHAPE | CURRENT DRAW AT LENGTH | | | | |
|-----------------|-----------------|-----------------|-----------------|------------------------|---------------|---------------|---------------|---------------|
| | | | | 3.0' 10.5" | 3.5" 11.5" | 4.0" 12.5" | 4.5" 13.5" | 5.0" 14.5" |
| 0.079" X 0.260" | 3.3 | | | 3.95 | 4.08 | 4.18 | 4.49 | 4.83 |
| 0.082" X 0.250" | 3.0 | | | 3.91 | 4.02 | 4.15 | 4.26 | 4.59 |
| 0.080" X 0.198" | 2.5 | | | 3.75 | 3.85 | 3.94 | 4.16 | 4.42 |
| 0.082" X 0.350" | 4.3 | | | 3.84 | 3.93 | 4.14 | 4.42 | 4.83 |
| VORTEX - 0.080" | 1.43 | | | 3.96 | 4.08 | 4.25 | 4.50 | 4.91 |

11
4.5
15.5
5.5"

CHART I - BLADE LINE PERFORMANCE STUDY - CORE DESIGN ELECTRIC HEAD

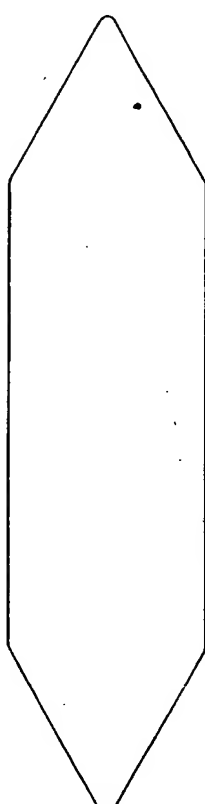


**MASS EQUIVALENTS
BLADE (FLAT) LINE FOR CORE DEVELOPMENTAL HEAD**

TABLE II

| ITEM | SHAPE | DIMEN- SIONS | ASPECT RATIO | LENGTH EA (FT) | NO. PIECES | LENGTH TOTAL (FT) | TOTAL WT. (GRAMS) | RELATIVE SIZE (MASS) | YIELD (FT/LB) | EQUIV. SIZE ROUND (MILS) |
|------|--------|-----------------|-----------------|----------------------|---------------|-------------------------|-------------------------|----------------------------|------------------|--------------------------------|
| 1 | FLAT | 0.079" x 0.120" | 3.3 | 1.281 | 5 | 6.406 | 21.87 | 2.84 x | 133 | 139.2 |
| 2 | FLAT | 0.082" x 0.250" | 3 | 1.281 | 5 | 6.406 | 23.77 | 3.09 x | 122 | 145.4 |
| 3 | FLAT | 0.080" x 0.198" | 2.5 | 1.281 | 5 | 6.406 | 17.00 | 2.21 x | 171 | 122.8 |
| 4 | FLAT | 0.082" x 0.350" | 4.3 | 1.281 | 5 | 6.406 | 35.16 | 4.57 x | 83 | 176.2 |
| 5 | VORTEX | 0.080" | 1 | 1.281 | 5 | 6.406 | 7.70 | 1 | 377 | 82.7 |
| | | 0.071" x 0.098" | | | | | | | | |

SAMPLE #~~0~~1



5:1



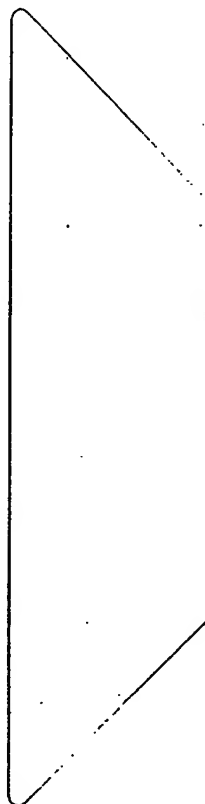
FULL

(4/1)

W = .226
I = .904

| | | | |
|------------------------|-------------|--------------------------|-------------|
| PRECISION CASE, INC. | | DRAWING NO. | |
| 1720 WEST TENTH STREET | | DESTAR 37A | |
| TART NUMBER 1441 | | SCALE: FULL SHEET 1 OF 1 | |
| DATE | R. NAME | V/O | NAME |
| 10/01 | | | |
| REV. | THIRD ANGLE | SIZE | DRAWING NO. |
| | PROJECTION | 0 | |
| | | | |

Sample #2



5:1



FULL

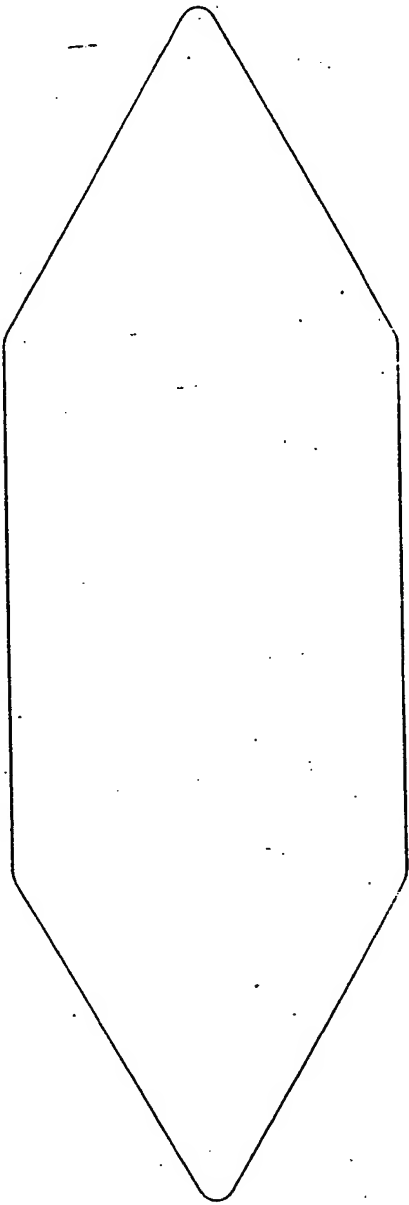
W = .226

I = .904

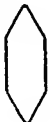
(4/11)

| | | | | | |
|------------------------|---------|------------------------|--|--------------------|--|
| PRECISION GAUGE, INC. | | 1720 WEST TENTH STREET | | TULSA, OKLA. 74103 | |
| PART NUMBER | | REV. | | | |
| DRWN. | R. HUNT | V.03 | | | |
| APCD. | | | | | |
| REV. | | | | | |
| THIRD ANGLE PROJECTION | | SCALE: RUL | | SHEET 1 OF 1 | |
| NAME: DESTAR 38 | | SIZE: D | | DRAWING NO. | |

Sample #3



10:1

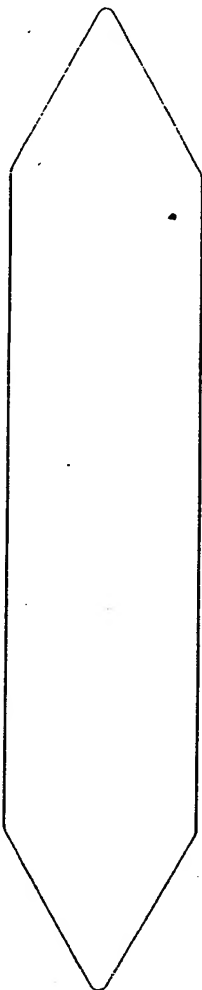


FULL

W = 226
 I = 678
 (3/11)

| | | | | |
|----------------------|------------------------|------------------------|-------------|--------------|
| PRECISION QUAL. INC. | | 1720 WEST TENNH STREET | | |
| TEL: 800-852-8001 | | FAX: 800-852-8001 | | |
| PART NUMBER | REV. | DATE | BY | |
| 00001 | 1/03 | | | |
| NAME: DESTAR 37 | | | | |
| REV. | THIRD ANGLE PROJECTION | SIZE | DRAWING NO. | |
| 0 | | | | |
| SCALE: FULL | | | | SHEET 1 OF 1 |

Sample # 24



5:1



FULL

W = .226
I = 1.150

(5/11)

| | |
|------------------------|--------------|
| PRECISION GAGE, INC. | |
| 1770 WEST 10TH STREET | |
| TULSA, OKLA. 74104 | |
| (405) 948-4800 | |
| PART NUMBER REV. | |
| DRW. | R. HART |
| REV. | 1/03 |
| DATE | 10/03 |
| THIRD ANGLE PROJECTION | SIZE |
| 0 | DRAWING NO. |
| SCALE: FULL | SHEET 1 OF 1 |

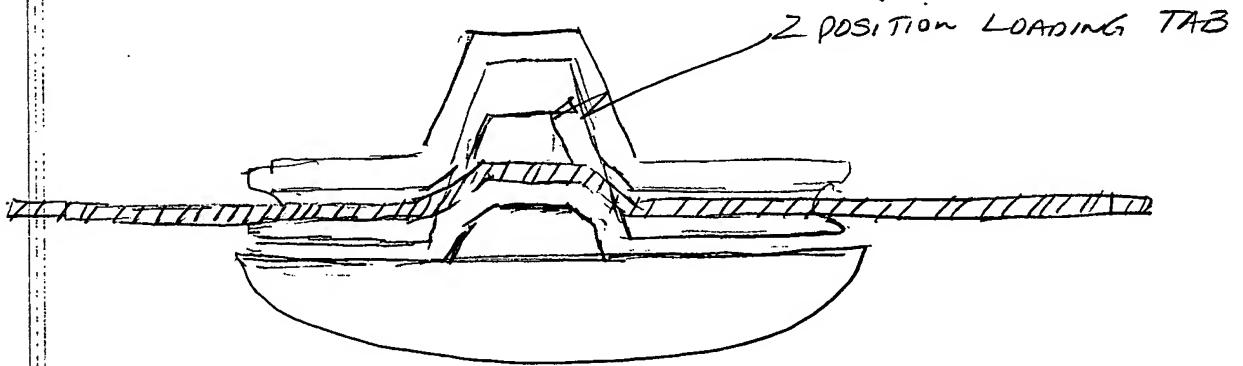
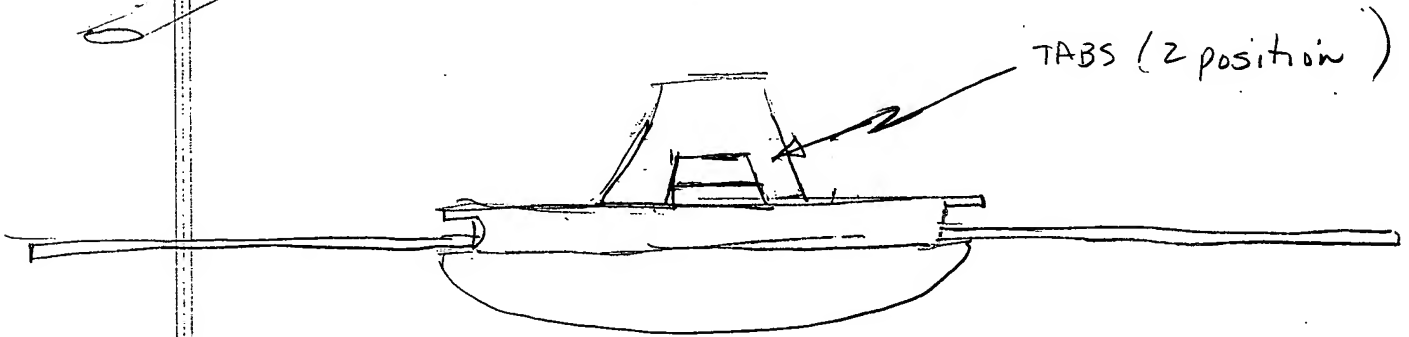
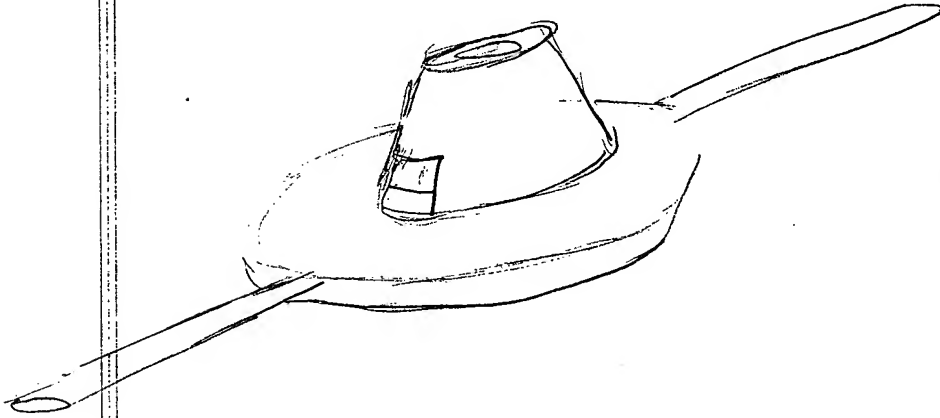


29

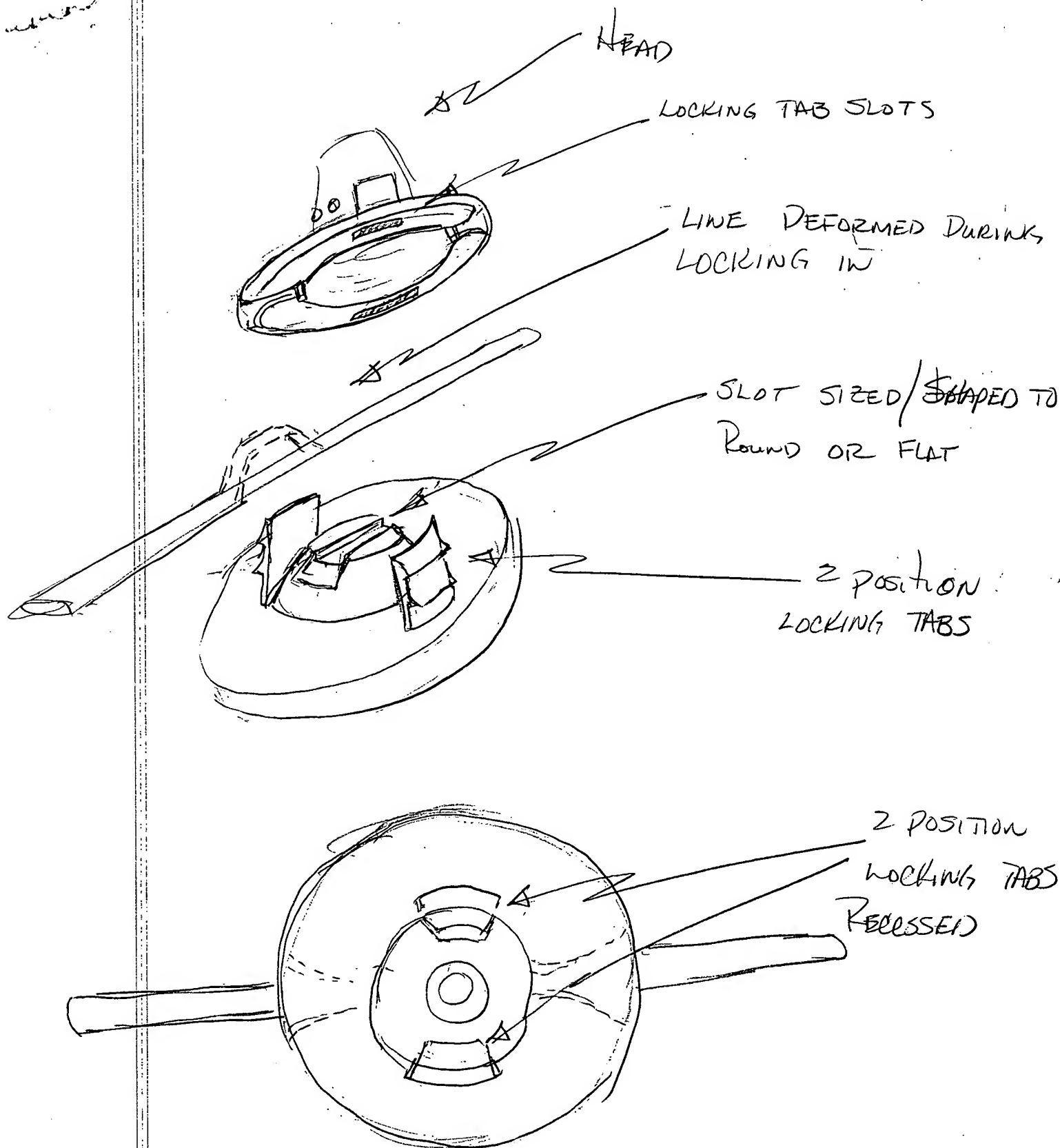
FIXED LINE HEAD DEFLECTION
RETENTION SYSTEM

8-20-83

EXHIBIT 15



sketch



30

LAW OFFICES OF
LaVALLE D. PTAK
REGISTERED PATENT LAWYER
PATENTS, TRADEMARKS & COPYRIGHTS

28435 N. 42nd Street STE B
CAVE CREEK, ARIZONA 85331
(480) 419-9019
FAX: (480) 513-6340
e-mail valptak@neta.com

May 21, 2003

EXHIBIT 16

Mr. Robbie Fogle
Desert Extrusion
2737 E. Chambers
Phoenix, Arizona 85040

RE: Fixed Line Head Deflection Retention System

Dear Robbie:

Following our meeting in my office on May 21, 2003, I initiated a patent novelty search for your ~~fixed line head deflection retention system~~. As we discussed, it will take approximately four weeks for this search to be completed and reported back to you.

I look forward to working with you on this project.

Sincerely,

LAW OFFICES OF LAVALLE D. PTAK

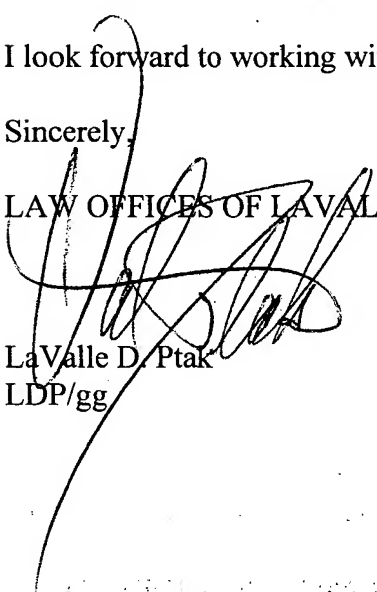



LaValle D. Ptak
LDP/gg

EXHIBIT 17

| | THICKNESS & WIDTH | | ASPECT RATIO | LINE LENGTH (INCHES) | | | | | |
|--------|-------------------|--------|--------------|----------------------|-------|-------|-------|--------|--------|
| | X | Y | | | 4.0 | 3.5 | 3.0 | 2.5 | 2.0 |
| LINE 1 | 0.064" | 0.150" | 2.34 | CURRENT | 3.67 | 3.25 | 2.99 | 2.80 | 2.62 |
| | | | | RPM | 8,000 | 8,840 | 9,500 | 10,050 | 10,600 |
| LINE 2 | 0.064" | 0.184" | 2.88 | CURRENT | 3.59 | 3.29 | 3.06 | 2.90 | 2.65 |
| | | | | RPM | 8,080 | 8,700 | 9,300 | 9,770 | 10,500 |
| LINE 3 | 0.067" | 0.210" | 3.13 | CURRENT | 3.46 | 3.13 | 2.92 | 2.76 | 2.57 |
| | | | | RPM | 8,400 | 9,200 | 9,800 | 10,350 | 10,900 |
| LINE 4 | 0.066" | 0.250" | 3.79 | CURRENT | 3.80 | 3.40 | 3.06 | 2.83 | 2.55 |
| | | | | RPM | 7,750 | 8,450 | 9,350 | 9,970 | 10,800 |

7-16-03

Chad:

These are the ⁴ ~~two~~ samples (coils) enclosed
 As you can see, the width did not contribute significantly
 to the current draw/drag. Sample #2 isn't shaped as
 I would like but ok for tests . None are as
 symmetric as I want but are ok. IDEAL .

Also enclosed is the ① Compression head prototype for
 the flat line (Aluminum w/ Mylon Glide) ② SLA of small electric
 and ③ SLA of New Design FLAT or Round head. Samples of the
 twisted "Vortex" line (Blue). 0.065" are for the electric head or
 the New prototype for FLAT/Round -

Revised



RECEIVED

AUG - 8 2003

INVOICE

PRECISION GAGE TOOLING LLC

10631 DESERT EXTRUSION
2737 EAST CHAMBERS STREET
PHOENIX, AZ. 85040

EXHIBIT 18

*Robbie -
OK to
pay
pls advise
on code?*

| CUSTOMER ORDER NO. VERBAL | | INVOICE NO. 24065 | INVOICE DATE 7-31-03 | COMPLETE | SHIPPER NO. 24065 | SHIPPING DATE 7-21-03 | RESALE |
|------------------------------|----------|--|-------------------------|----------|----------------------|--------------------------|----------|
| ITEM | QUANTITY | NUMBER AND DESCRIPTION | | | | UNIT | PRICE |
| | 1 | P/N DE-1008 FLAT LINE HEAD MAKE HEAD AND GLIDE PLATE PER EXAMPLE | | | | 1,250.00 | 1,250.00 |
| | | | | | | TOTAL | 1,250.00 |

*Development
6500-03*

Sears / Core Engr. Project

OK QAL

INTERNATIONAL DIE CASTING, INC.

QUOTATION

14733 So. Avalon Blvd • Gardena, California 90248
(310) 324-2278 • Fax (310) 324-1525

12858

PAGE 1 OF 1

TO:

DESERT EXTRUSION CORPORATION
2737 E. CHAMBERS STREET
PHOENIX, AZ 85040

TERMS: NET 10TH & 25TH
F.O.B. OUR PLANT

PRICES ARE EXCLUSIVE OF ALL FEDERAL, STATE,
AND LOCAL TAXES EXCEPT AS SEPARATELY
STATED.

IF TAX EXEMPT, EXEMPTION CERTIFICATE MUST
ACCOMPANY ORDER.

SELLER'S RESPONSIBILITY FOR ORDERED PARTS
CEASES AT THE TIME OF ACCEPTANCE OF
SHIPMENT BY THE CARRIER.

WHILE THESE PRICES ARE BASED ON TODAY'S
MATERIAL AND COST MARKET, WE RESPECTFULLY
SUBMIT THAT AN ADJUSTMENT MAY BE NECESSARY
TO BRING PRICES IN LINE WITH CONDITIONS
EXISTING IN THE FUTURE IF EXTENDED DELIVERY IS
REQUIRED.

ATTENTION: R. FOGLE

CC: R. PHILLIPS

REF. NO.:

CONFIRMING ☐

DATE: SEPTEMBER 19, 2003

EXHIBIT 19

IN REPLY TO YOUR INQUIRY DATED

WE ARE PLEASED TO QUOTE AS FOLLOWS:

| ITEM | QUANTITY | PART NO. | DESCRIPTION | EST. WT. LBS. | UNIT PRICE | SET UP CHARGE | MOLD PRICE |
|------|----------|----------|---|------------------|------------|------------------|----------------------------|
| 1 | | | SLICK WILLIE HUB (W/O SLIDES) | 0.4 | | | |
| | | | TOOLING PROPOSAL: 2 CAVITY DIE INSERT TRIM DIE | | | | \$34,750.00 \$10,800.00 |
| | | | EJECTION, DRAFT ANGLES AND PARTING LINE TO BE APPROVED BY DESERT EXTRUSIONS ENGINEERING DEPARTMENT. | | | | |
| | | | TOOLING TERMS: 50% DOWN WITH ORDER 25% UPON SAMPLING OF TOOLING 25% UPON 1ST ARTICLE APPROVAL | | | | |
| 2 | 100,000 | | SLICK WILLIE HUB | | \$1.90 | | |
| | 200,000 | | " " " | | \$1.80 | | |
| | | | MATERIAL: 380 ALUMINUM ALLOY. | | | | |
| | | | METAL MARKET FLUCTUATION MAY AFFECT QUOTATION. | | | | |

THIS QUOTATION IS BASED UPON RATES AND CONDITIONS APPLYING AT THIS TIME AND IS SUBJECT TO REVISION DUE TO CHANGES BEYOND OUR CONTROL.

SHIPPING SCHEDULE

| ITEM | PARTS | SUBMIT FIRST ARTICLE FOR INSPECTION |
|------|----------------------------------|-------------------------------------|
| 1 | WEEKS AFTER 1ST ARTICLE APPROVAL | 12 WEEKS AFTER RECEIPT OF ORDER |
| 2 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |
| 3 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |
| 4 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |
| 5 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |

DELIVERY DATES ARE BASED ON CONDITIONS AT TIME OF QUOTATIONS AND
ARE SUBJECT TO CHANGES BEYOND OUR CONTROL.

THE CONDITIONS LIST INCLUDED IS PART OF THIS QUOTATION.

FM-1002 REV. ORIG. 6/3/03

RECEIVED

SEP 26 2003

INTERNATIONAL DIE CASTING, INC.

14733 So. Avalon Blvd • Gardena, California 90248
(310) 324-2278 • Fax (310) 324-1525

QUOTATION

12859

PAGE 1 OF 1

TO:

DESERT EXTRUSION CORPORATION
2737 E. CHAMBERS STREET
PHOENIX, AZ 85040

TERMS: NET 10TH & 25TH
F.O.B. OUR PLANT

PRICES ARE EXCLUSIVE OF ALL FEDERAL, STATE, AND LOCAL TAXES EXCEPT AS SEPARATELY STATED.

IF TAX EXEMPT, EXEMPTION CERTIFICATE MUST ACCOMPANY ORDER.

SELLER'S RESPONSIBILITY FOR ORDERED PARTS CEASES AT THE TIME OF ACCEPTANCE OF SHIPMENT BY THE CARRIER.

WHILE THESE PRICES ARE BASED ON TODAY'S MATERIAL AND COST MARKET, WE RESPECTFULLY SUBMIT THAT AN ADJUSTMENT MAY BE NECESSARY TO BRING PRICES IN LINE WITH CONDITIONS EXISTING IN THE FUTURE IF EXTENDED DELIVERY IS REQUIRED.

ATTENTION: R. FOGLE

CC: R. PHILLIPS

REF. NO.: _____ CONFIRMING ☐

DATE: SEPTEMBER 19, 2003

IN REPLY TO YOUR INQUIRY DATED

WE ARE PLEASED TO QUOTE AS FOLLOWS:

| ITEM | QUANTITY | PART NO. | DESCRIPTION | EST. WT. LBS. | UNIT PRICE | SET UP CHARGE | MOLD PRICE |
|------|----------|--------------------|---|---------------|------------|---------------|-------------|
| 1 | | SLICK WILLIE PLATE | TOOLING PROPOSAL: 2 CAVITY MOLD | 0.1 | | | \$26,400.00 |
| | | | EJECTION, DRAFT ANGLES AND PARTING LINE TO BE APPROVED BY DESERT EXTRUSIONS ENGINEERING DEPARTMENT. | | | | |
| | | | TOOLING TERMS: 50% DOWN WITH ORDER 25% UPON SAMPLING OF TOOLING 25% UPON 1ST ARTICLE APPROVAL | | | | |
| 2 | 100,000 | SLICK WILLIE PLATE | | | \$0.38 | | |
| | 200,000 | " " " | | | \$0.34 | | |
| | | MATERIAL: NYLON 6 | | | | | |
| | | | METAL MARKET FLUCTUATION MAY AFFECT QUOTATION. | | | | |

THIS QUOTATION IS BASED UPON RATES AND CONDITIONS APPLYING AT THIS TIME AND IS SUBJECT TO REVISION DUE TO CHANGES BEYOND OUR CONTROL.

SHIPPING SCHEDULE

| ITEM | PARTS | SUBMIT FIRST ARTICLE FOR INSPECTION |
|------|----------------------------------|-------------------------------------|
| 1 | WEEKS AFTER 1ST ARTICLE APPROVAL | 9 WEEKS AFTER RECEIPT OF ORDER |
| 2 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |
| 3 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |
| 4 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |
| 5 | WEEKS AFTER 1ST ARTICLE APPROVAL | WEEKS AFTER RECEIPT OF ORDER |

DELIVERY DATES ARE BASED ON CONDITIONS AT TIME OF QUOTATIONS AND ARE SUBJECT TO CHANGES BEYOND OUR CONTROL.

THE CONDITIONS LIST INCLUDED IS PART OF THIS QUOTATION.

Memo To: Val Ptak
From: Robbie Fogle

Subject: Royalty Agreement – Core

Oct. 22, 2003

EXHIBIT 20

Dear Val:

Find below several points that we want to insure in any agreement with C.O.R.E. In Jim Jore's cover letter to the agreement he emphasized three main points:

1. Seeks a license to manufacture components of the flat line cutting system, such as the head.
2. Requests the right to grant sublicenses to its affiliates to manufacture components of the flat line cutting system. (Desert would receive copies of any sublicense and manufacturing costs of any licensed components.)
3. All cutting line used in conjunction with the "Desert Extrusion Flat Line System" would be produced by Desert Extrusion, whether flat, round, shaped, or other low noise low energy configuration.

With those three points in mind, we would like for you to compose a simpler, clearer draft which would encompass the following plus any additions you feel would cover our position and provide C.O.R.E. with necessary coverage.

I. ALL TOOLING PURCHASED BY CORE – CORE MANUFACTURES

- Desert Extrusion would grant C.O.R.E. an *exclusive license* of the Desert Extrusion Flat Line Cutting System for use on battery, electric, or (*gasoline powered?*) lawn and garden equipment :

1. This license agreement is granted for a period of three years.
2. Domestic sales of units containing the Desert Flat Line System must be restricted to Sears supply only, whether on Craftsman brand, private label, or OEM equipment.
3. If sales are made to foreign entities, subsequent import into the U.S. is prohibited.
4. The Licensor may cancel the agreement after the first year if no more than 25,000 units have been produced, and royalty paid.
5. The effective date of the three year period will begin.....
6. This license will be renewable after three years in three year increments, as above if production (royalty) units meet or exceed 100,000 units per

year. (Note: What if Sears would like someone else to use this head on a non CORE trimmer???)

7. The License Fee will be:

| | |
|-------------|-------------|
| Head: | \$0.40 each |
| Glide Plate | \$0.10 each |

II. ALL TOOLING PURCHASED BY CORE – DESERT EXTRUSION MANUFACTURES

1. Items 1-6 above same.
2. Item 7 will be at a price to be determined.

III. DESERT EXTRUSION LINE WILL BE EXCLUSIVELY USED FOR ALL ORIGINAL EQUIPMENT AND AFTERMARKET HEAD PARTS SUPPLIED BY CORE OR ITS LICENSEES

Bob
Jeff

Terry

See especially pgs. 14-19

pls. return

EXHIBIT 21

SpeedWeeder™

Desert Extrusion Testing
1.19.04 – 1.21.04

Chad Komlofske
Lincoln Jore

February 11, 2004

IV. Flat String Effect

TABLE 13. Effect of Flat Line in Heavy Duty Trimming / Mowing

| Test# | Description | Device # | Device | Operator | Cut Path | Tip Speed | Voltage | RPM | sqFT/min | Amps | work rate/amp | work rate/watt |
|-------|----------------|----------|--------|----------|----------|-----------|---------|------|----------|------|---------------|----------------|
| 19 | 30012T18V7K9" | 1 | 12T | keith | 9 | 200.81 | 18 | 7500 | 54.18 | 7.34 | 7.38 | 0.41 |
| 23 | 30012T18V7K9V" | 1 | 12T | keith | 9 | 200.81 | 18 | 7500 | 37.84 | 7.16 | 5.29 | 0.29 |
| 11 | 30012T24V7K9" | 1 | 12T | keith | 9 | 200.81 | 24 | 7500 | 29.35 | 8.46 | 3.47 | 0.14 |
| 26 | 30012T24V7K9V" | 1 | 12T | chad | 9 | 200.81 | 24 | 7500 | 49.34 | 7.60 | 6.49 | 0.27 |
| 15 | 4004T24V7K10" | 4 | 400 4T | jose | 10 | 223.12 | 24 | 7500 | 41.14 | 5.62 | 7.32 | 0.30 |
| 24 | 4004T24V7K10V" | 4 | 400 4T | jose | 10 | 223.12 | 24 | 7500 | 51.49 | 7.22 | 7.13 | 0.30 |

This Table shows that for the 300 Series 12T, at 18V the FlatLine outperformed the Vortex in WORK RATE and WORK RATE EFFECTIVENESS. At 24V, the 30012T performed better with Vortex, although the operator difference has to be noted. For the 400 Series device, the FlatLine did less work, drew less amps, and had a higher WORK RATE EFFECTIVENESS.

If we throw out the 11 VS 26 tests due to operator variance, it appears that the 300 Device benefits more from the FlatLine compared to the 400 Device. This could be due to the optimized 300 device Tip Speed, where the stiffer FlatLine allows for less bending while cutting.

Overall, the Flat Line was obviously a better performer than the Vortex in terms of robustness, ability to do the work, cut quality, noise, and cutting life.

Table of Contents

| | |
|--|----|
| Abstract..... | 3 |
| Test Schedule / Location..... | 3 |
| Schedule of Test Events..... | 3 |
| General Observation and notes..... | 3 |
| Test Procedure Description..... | 4 |
| Devices Tested..... | 4 |
| Results/Analysis..... | 5 |
| Heavy Duty Cutting | |
| TABLE 1. WORK DONE..... | 5 |
| TABLE 2. AVERAGE AMP DRAW..... | 6 |
| TABLE 3. WORK RATE PER AVERAGE AMP..... | 7 |
| TABLE 4. WORK DONE PER AVERAGE WATT..... | 7 |
| TABLE 5. RAW RUN TIME..... | 8 |
| TABLE 6. EQUIVALENT RUN TIME..... | 9 |
| TABLE 7. EQUIVALENT WORK DONE..... | 9 |
| TABLE 8. TOTAL TIME TO PERFORM..... | 10 |
| Light Duty Cutting | |
| TABLE 9. WORK DONE..... | 11 |
| TABLE 10. AVERAGE AMP DRAW..... | 11 |
| TABLE 11. EQUIVALENT RUN TIME..... | 11 |
| TABLE 12. EQUIVALENT WORK DONE..... | 11 |
| Variable Effects | |
| TABLE 13. FLAT LINE EFFECT..... | 12 |
| TABLE 14. VOLTAGE EFFECT..... | 13 |
| TABLE 15. RPM EFFECT..... | 14 |
| TABLE 16. CUT PATH EFFECT..... | 15 |
| Operator Opinions..... | 16 |
| Claims..... | 17 |
| References..... | 18 |

**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☐ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☒ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER:** _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.